

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF NEWCASTLE AND THE CITY OF MERCER ISLAND
FOR USE OF THE CITY OF NEWCASTLE CITY HALL COUNCIL CHAMBERS**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between the City of Newcastle (“Newcastle”) and the City of Mercer Island (“Mercer Island”), municipal corporations of the State of Washington (“City”) (individual “Party” or collectively, “Parties”) pursuant to and as authorized by the Interlocal Cooperation Act (Chapter 39.34 RCW).

WHEREAS, the Mercer Island Municipal Court (“MIMC”) needs a temporary location to hold court proceedings; and

WHEREAS, Newcastle City Hall Council Chambers are available for MIMC proceedings.

NOW, THEREFORE, the Parties mutually agreed as follows:

1. **Purpose.** The purpose of the Agreement is to enable Mercer Island to use Newcastle City Hall Council Chambers for MIMC proceedings to the mutual advantage of the Parties and the benefit of their communities.
2. **Newcastle’s Obligations.** Newcastle will make available to Mercer Island its Council Chambers at Newcastle City Hall for MIMC proceedings as described in Exhibit A.
3. **Mercer Island’s Obligations.** Mercer Island will conduct MIMC proceedings at Newcastle City Hall described in Exhibit A.
4. **Term/Termination.** This Agreement shall commence on November 1, 2023 and terminate on December 31, 2026. Provided, however, that Newcastle or Mercer Island may terminate the Agreement upon giving one hundred eighty (180) days written notice to the other Party.
5. **Indemnification.**
 - a. Mercer Island will protect, defend, indemnify, and save harmless Newcastle, its officers, employees, and agents from and against any and all costs, claims, actions, liabilities, judgments or awards and damages (including attorney’s fees and costs) arising out of or in any way resulting from the negligent acts or omissions of Mercer Island, its officers, employees, and agents in connection with this Agreement.
 - b. Newcastle will protect, defend, indemnify, and save harmless Mercer Island, its officers, employees, and agents from and against any and all costs, claims, actions, liabilities, judgments or awards and damages (including attorney’s fees and costs) arising out of or in any way resulting from the negligent acts or omissions of Newcastle, its officers, its employees, and agents in connection with this Agreement.
 - c. These indemnification paragraphs shall survive the expiration or earlier termination of this Agreement.
6. **Insurance.** The City of Mercer Island shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/\$2,000,000 aggregate for personal injury and property damage and name the

City of Newcastle as an additional insured thereon. This requirement shall be deemed satisfied by evidence of the City of Mercer Island's membership in a municipal self- insurance pool, including evidence of limits of coverage, exclusions, and limits of liability, satisfactory to the City of Newcastle.

The City of Newcastle shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/\$2,000,000 aggregate for personal injury and property damage and name the City of Mercer Island as an additional insured thereon. This requirement shall be deemed satisfied by evidence of the City of Newcastle's membership in a municipal self- insurance pool, including evidence of limits of coverage, exclusions, and limits of liability, satisfactory to the City of Mercer Island.

7. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement that are declared invalid, void, or illegal by a court of competent jurisdiction shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
8. **Assignability.** The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
9. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. Either party may request changes in the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.
11. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event of any suit or other proceeding instituted to enforce any term of this Agreement, the venue shall be King County, Washington.
12. **Filing Requirement.** This Agreement shall be posted by the Parties on their websites in accordance with RCW 39.34.040.
13. **Administration of Agreement.** Each party shall designate an official responsible for the administration of this Agreement and negotiate with regard thereto.

In the case of Newcastle, that official shall be the City Manager or their designee.

In the case of Mercer Island, that official shall be the City Manager or their designee.

These officials shall communicate from time to time, as they deem necessary to discuss the services and performance of this Agreement and other relevant matters. No separate administrative agency is created by this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement this ____ day of November 2023.

CITY OF NEWCASTLE

CITY OF MERCER ISLAND

Scott Pingel, City Manager

Jessi Bon, City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Curtis Chambers, City Attorney

Bio Park, City Attorney

Exhibit A

The Mercer Island Municipal Court will use the Council Chambers at Newcastle City Hall for court proceedings on the following days and times:

- The second Monday of each month from 8:30 am to 3:00 pm (for Newcastle cases)
- Every Tuesday of each month from 8:30 am to 3:00 pm (for Mercer Island cases)
- The third Wednesday and/or Thursday of each month from 8:00 am to 4:30 pm (depending on court calendar/holidays/etc.) (for jury trials, when needed)

Mercer Island is responsible for setting up the room for court proceedings and resetting the room for Council Chambers use. Mercer Island is responsible for the cleanliness of the Council Chambers after each use.

Mercer Island will install a City of Mercer Island workstation in the Council Chambers for use by the Court Clerk, along with a Zoom server, which will connect to the Council Chambers audio/video system for sound amplification and recording.

Mercer Island will install/run network cabling to the Zoom server and Court workstation from Newcastle server room.

Mercer Island is responsible for all security needed for its use of the Council Chambers. Newcastle has the right, but not the obligation, to have its own security in the Council Chambers at any time it deems necessary.

Mercer Island shall pay for all costs related to damages caused to the Council Chambers, restrooms, or other portions of City Hall that are utilized related to Mercer Island's use of the Council Chambers.